

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARTIN J. WALSH, SECRETARY OF  
LABOR, UNITED STATES DEPARTMENT  
OF LABOR,

Plaintiff,

ACTIVE LIFE APPAREL, INC., dba ACTIVE LIFE APPAREL, a corporation; ANA LOYOLA SALINA, an individual;

## Defendants.

Case No.: 2:23-cv-00541-DSF-MAA

# CONSENT JUDGMENT AND ORDER

1 Plaintiff Martin J. Walsh, Secretary of Labor, United States Department of Labor  
2 (“Secretary”), and Defendants Active Life Apparel, Inc., dba Active Life Apparel, and  
3 Ana Loyola Salina (“Defendants”), have agreed to resolve the matters in controversy in  
4 this civil action and consent to the entry of this Consent Judgment in accordance  
5 herewith:

6 A. The Secretary filed a Complaint in the above-captioned proceeding naming  
7 Defendants and alleging they violated provisions of sections 7, 11(c), 15(a)(1), 15(a)(2),  
8 and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C.  
9 §§ 207, 211(c), 215(a)(1), 215(a)(2), and 215(a)(5).

10 B. Defendants have retained defense counsel, and acknowledge receipt of a  
11 copy of the Secretary’s Complaint in this action.

12 C. Defendants waive issuance and service of process of the Summons and  
13 Complaint, and waive their response to the Secretary’s Complaint.

14 D. Defendants admit that the Court has jurisdiction over the parties and subject  
15 matter of this civil action and that venue lies in the Central District of California.

16 E. The parties agree to waive findings of fact and conclusions of law and agree  
17 to the entry of this Consent Judgment without further contest.

18 F. Defendants agree herein to resolve all allegations of the Secretary’s  
19 Complaint.

20 E. Defendant Active Life Apparel, Inc. is a garment contractor.

21 F. Defendant Ana Loyola Salina is an owner and principal officer of  
22 Defendant Active Life Apparel, Inc., and is primarily responsible for its daily operation.

23 G. Under the FLSA’s “Hot Goods” provision, 29 U.S.C. § 215(a)(1), all  
24 persons are prohibited from introducing into commerce goods that have been worked on  
25 by employees who were not paid the wages required under the FLSA.

26 H. Following an investigation, on or about May 2022, Wage and Hour  
27 investigators notified Defendants that garments made by Defendants and Bombshell  
28 Sportswear, LLC, located at 1850 E. 15<sup>th</sup> Street, Unit B, Los Angeles, CA 90021, were

1 hot goods and that the Secretary objected to shipment of the goods made into interstate  
2 commerce. On or about May 13, 2022, Defendants and Bombshell Sportswear, LLC,  
3 agreed to refrain from shipping or selling these goods. On or about May 26, 2022,  
4 Bombshell Sportswear, LLC, tendered sufficient funds to Wage and Hour to lift the  
5 objection to shipping and selling these goods.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that, pursuant to  
7 Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers, agents, servants,  
8 employees, successor companies, parties in interest, and all persons and entities acting at  
9 their direction or in concert or participation with them, are permanently enjoined and  
10 restrained from violating the FLSA, including through any of the following manners:

11 1. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any  
12 employee who in any workweek is engaged in commerce, within the meaning of FLSA §  
13 3(s), or is employed in an enterprise engaged in commerce or in the production of goods  
14 for commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40  
15 hours unless such employee receives compensation for his or her employment in excess  
16 of 40 hours in such workweek at a rate not less than one and one-half times the regular  
17 rate at which he or she is employed.

18 2. Defendants shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),  
19 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or  
20 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is  
21 intended) goods in the production of which any employee (of Defendants or other(s)) has  
22 been employed in violation of the FLSA's minimum wage (29 U.S.C. § 206) or overtime  
23 pay provisions (29 U.S.C. § 207).

24 3. Defendants shall not fail to make, keep, make available to authorized agents  
25 of the Secretary for inspection, transcription, and/or copying, upon their demand for such  
26 access, and preserve records of employees and of the wages, hours, and other conditions  
27 and practices of employment maintained, as prescribed by regulations issued, and from  
28 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and

1 215(a)(5) and the implementing regulations found in Title 29, Code of Federal  
2 Regulations, Part 516.

3 4. Defendants shall comply with the FLSA, and if not already in effect at the  
4 time of entry of this Consent Judgment, shall amend and maintain their payroll practices  
5 as follows:

6 a. Defendants shall pay all employees on an hourly basis.

7 b. Defendants shall accurately record the information required by 29  
8 C.F.R. § 516.2 in the payroll records, including (1) all hours worked by  
9 employees each workday and workweek; (2) the rate(s) of pay for each of the  
10 hours worked during the workweek; (3) the total weekly straight-time earnings  
11 for the hours worked during the workweek; (4) the total premium pay for  
12 overtime hours.

13 c. Defendants' electronic timekeeping system shall permit employees  
14 (as opposed to supervisors) to track their individual work hours daily. The  
15 electronic timekeeping system shall be used to calculate hours worked for  
16 payroll purposes. If changes in the time records later are required, Defendants  
17 shall designate and authorize one or more individuals to correct time entry  
18 errors, and the employee must sign off on the change.

19 d. Defendants shall pay all employee wages for each pay period with  
20 one check and not break up into multiple checks or payments from multiple  
21 entities.

22 e. Defendants shall maintain all time and payroll records, including any  
23 records of cash payments to employees, for a period of not less than three  
24 years.

25 f. Defendants shall record all wages paid to employees, regardless of  
26 the manner of payment, on their payroll records, and any expense  
27 reimbursements may be recorded in Defendants' accounting system.

g. Defendants shall inform all supervisors, managers, and persons performing payroll duties of the requirements of this Consent Judgment and shall provide a copy of this Consent Judgment to all supervisors, managers, and persons performing payroll duties.

h. Defendants shall not alter or manipulate time or payroll records to reduce the number of hours actually worked by an employee, and Defendants shall not encourage workers to under-report their hours worked.

i. Defendants shall not direct supervisors, managers or persons performing payroll duties to falsify time or payroll records in any manner including reducing the number of hours worked by employees, and Defendants shall direct their supervisors, managers, and persons performing payroll duties to encourage workers to report all hours worked.

5. Defendants, their officers, agents, servants, and employees and those persons in active concert or participation with them, shall not in any way directly or indirectly, demand, require or accept any of the back wages or liquidated damages from any of the employees listed on the attached Exhibit A. Defendants shall not threaten or imply that adverse action will be taken against any employee because of their receipt of funds due under this Consent Judgment. Violation of this Paragraph may subject the Defendants to equitable and legal damages, including punitive damages and civil contempt.

6. Defendants, their officers, agents, servants, and employees and those persons in active concert or participation with them, shall not in any way retaliate or take any adverse employment action, or threaten or imply that adverse action will be taken against any employee who exercises or asserts his or her rights under the FLSA or provides information to any public agency investigating compliance with the FLSA. Violation of this Paragraph may subject the Defendants to equitable and legal damages, including punitive damages and civil contempt.

28

1       7. Defendants shall provide all manufacturers for which they produce goods  
2 with a copy of this Consent Judgment.

3       8. Defendants shall advise the Wage and Hour Division within 30 days of any  
4 change in corporate status or name change.

5       9. Defendants, jointly and severally, shall not continue to withhold the  
6 payment of \$92,500 in overtime pay hereby found to be due by the Defendants under the  
7 FLSA to employees, as a result of their employment by Defendants during the period of  
8 June 2021 through May 2022 (“Back Wage Accrual Period”).

9       **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant Section 16(c) of  
10 the FLSA, 29 U.S.C. § 216(c), in favor of the Secretary and against Defendants in the  
11 amount of \$185,000. Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT**

12       10. Defendants shall pay \$92,500 in overtime pay hereby due under the FLSA  
13 and this Judgment, to employees on Exhibit A. In addition, liquidated damages in the  
14 amount of \$92,500 are hereby due under the FLSA and Defendants shall pay this amount  
15 to the employees on Exhibit A.

16       11. Defendants will comply with paragraphs 9 and 10 of this judgment by  
17 making payments as described in **Exhibit B**. Defendants may pay without penalty all or  
18 a portion of the amount owed earlier than the applicable payment date indicated in  
19 Exhibit B.

20       12. Defendants shall make the payments required by this Consent Judgment  
21 (plus interest as applicable) online by ACH transfer, credit card, debit card, or digital  
22 wallet by going to <https://www.pay.gov/public/form/start/77761888>, or by going to  
23 www.pay.gov and searching “WHD Back Wage Payment - WE Region” Payments shall  
24 reference Case Number # 1923613.

25       13. Any monies not distributed to employees, because of an inability to locate  
26 the proper persons or because of their refusal to accept it, the Secretary shall deposit the  
27 payment into the Treasury of the United States as miscellaneous receipts under 29  
28 U.S.C. § 216(c).

1       14. Within 15 days of entry of this Consent Judgment, Defendants shall deliver  
2 a schedule containing the full name of each employee listed on the attached Exhibit A,  
3 the employee's current address or last known address, home phone number, cell phone  
4 number, and other known contact information of the employee.

5       15. The Secretary shall allocate and distribute the funds described in  
6 paragraphs 9 and 10, less deductions made by the Secretary for the employees' share of  
7 payroll taxes and income tax withholding.

8       16. In the event of any default in the timely making of any payment due  
9 hereunder in excess of five business days, the full amount due under the back wage  
10 provisions of this Judgment which then remains unpaid, plus post-judgment interest at  
11 the rate of 10% per year, from the date of this Judgment until paid in full, shall become  
12 due and payable upon the Secretary's sending by ordinary mail a written demand to the  
13 last business addresses of Defendants then known to the Secretary with electronic copies  
14 also concurrently e-served on Defendants' counsel of record.

15       17. Within thirty (30) days of the entry of this Judgment, Defendants shall  
16 supply all of its employees with copies of the attached Exhibit C. In addition,  
17 Defendants shall provide copies of Exhibit C to all new hires and post a copy at work  
18 location where it is visible to employees.

19       ORDERED that the filing, pursuit, and/or resolution of this proceeding with the  
20 entry of this Judgment shall not act as or be asserted as a bar to any action or claim under  
21 FLSA § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached  
22 Exhibit A, nor as to any employee named on the attached Exhibit A for any period not  
23 specified therein, nor as to any employer other than Defendants.

24       ORDERED that each party shall bear their own fees, costs, and other expenses  
25 incurred by such party in connection with any stage of this proceeding, including but not  
26 limited to attorneys' fees, which may be available under the Equal Access to Justice Act,  
27 as amended, to the date of entry of the Judgment herein; and, it is further  
28

1 ORDERED that this Court retains jurisdiction of this action for purposes of  
2 enforcing compliance with the terms of this Consent Judgment.  
3

4 Dated: February 10, 2023

Dale S. Fischer

6 Dale S. Fischer  
7 United States District Judge  
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1 For the Plaintiff:  
2 MARC A. PILOTIN  
3 Regional Solicitor

4 *Kathryn Panaccione*  
5

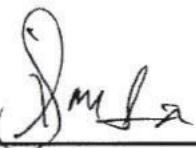
6 KATHRYN A. PANACCIONE  
7 Trial Attorney

DATE: 1/23/2023

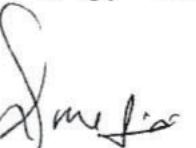
8 For Defendants:

9  
10 The Defendants appear and hereby consent to the entry of this Judgment and waive  
11 notice by the Clerk of Court.

12  
13 Active Life Apparel, Inc.

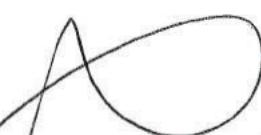
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15 \_\_\_\_\_  
16 BY: *Ana Loyola*

DATE: 01/17/23

17  
18   
19 \_\_\_\_\_  
20 ANA LOYOLA SALINA

DATE: 01/17/23

21  
22 Approved as to form:

23   
24 \_\_\_\_\_  
25 JOSHUA MIZRAHI  
26 Attorney for Defendants  
27 Buchalter Law Firm

DATE: 1/23/23

## Employee List

Name	Last Name	Back Wages Due	Liquidated Damages	Total Due (BW <sub>s</sub> + LD <sub>s</sub> )	Manufacture Paid	Balance Due
DOMITILA	AGUILAR	\$2,136.56	\$2,136.56	\$4,273.12	\$1,300.97	\$2,972.15
WALTER	AJIATAZ	\$766.62	\$766.62	\$1,533.24	\$466.80	\$1,066.44
JOSE	AJQUIMAS	\$4,320.44	\$4,320.44	\$8,640.88	\$2,630.75	\$6,010.13
ALFREDO	ALVARADO	\$3,242.70	\$3,242.70	\$6,485.40	\$1,974.51	\$4,510.89
JUAN	AQUINO	\$4,450.56	\$4,450.56	\$8,901.12	\$2,709.98	\$6,191.14
LEONEL	ARANA	\$753.75	\$753.75	\$1,507.50	\$458.96	\$1,048.54
JUANA	AREVALO	\$300.75	\$300.75	\$601.50	\$183.13	\$418.37
JOSE	BARDUEL	\$2,947.15	\$2,947.15	\$5,894.30	\$1,794.54	\$4,099.76
MARIA TERESA	BARRIENTOS	\$1,217.41	\$1,217.41	\$2,434.82	\$741.29	\$1,693.53
ALMA	BAUTISTA	\$414.30	\$414.30	\$828.60	\$252.27	\$576.33
FRANCISCA	BRITO	\$1,856.08	\$1,856.08	\$3,712.16	\$1,130.18	\$2,581.98
MIGUEL	BRUNO	\$5,998.99	\$5,998.99	\$11,997.98	\$3,652.83	\$8,345.15
MIRIAM	CAMPOS	\$59.00	\$59.00	\$118.00	\$35.93	\$82.07
SUSANA	CAMPOS	\$150.00	\$150.00	\$300.00	\$91.34	\$208.66
ANGELICA	CARDENAS	\$171.92	\$171.92	\$343.84	\$104.68	\$239.16
PEDRO	CAXAJ	\$3,170.36	\$3,170.36	\$6,340.72	\$1,930.46	\$4,410.26
CHARLI	CELIDON	\$4,667.72	\$4,667.72	\$9,335.44	\$2,842.21	\$6,493.23
EVA	CERVANTES	\$2,236.17	\$2,236.17	\$4,472.34	\$1,361.62	\$3,110.72
SOLEDAD	CHAVEZ	\$1,728.65	\$1,728.65	\$3,457.30	\$1,052.59	\$2,404.71
JULIAN	CHAY	\$3,768.55	\$3,768.55	\$7,537.10	\$2,294.70	\$5,242.40
MILTON	ELIAS	\$2,310.69	\$2,310.69	\$4,621.38	\$1,407.00	\$3,214.38
SILVIA	ESPARZA	\$1,791.30	\$1,791.30	\$3,582.60	\$1,090.74	\$2,491.86
ROSA	FLORES	\$1,476.75	\$1,476.75	\$2,953.50	\$899.20	\$2,054.30
DORIS	GARCIA	\$150.00	\$150.00	\$300.00	\$91.34	\$208.66
GONZALO	GARCIA	\$132.50	\$132.50	\$265.00	\$80.68	\$184.32
INES	GARCIA	\$94.15	\$94.15	\$188.30	\$57.33	\$130.97
JAIRO	GARCIA	\$133.02	\$133.02	\$266.04	\$81.00	\$185.04
TERESA	GARCIA	\$59.00	\$59.00	\$118.00	\$35.93	\$82.07
MAGDALENA	GOMEZ	\$3,019.25	\$3,019.25	\$6,038.50	\$1,838.45	\$4,200.05
MARIA ELENA	GONZALES	\$41.25	\$41.25	\$82.50	\$25.12	\$57.38
MAYRA	GONZALES	\$2,719.03	\$2,719.03	\$5,438.06	\$1,655.64	\$3,782.42
YOLANDA	GONZALEZ	\$3,712.10	\$3,712.10	\$7,424.20	\$2,260.33	\$5,163.87

## Employee List

Name	Last Name	Back Wages Due	Liquidated Damages	Total Due (BWs + LDs)	Manufacture Paid	Balance Due
MARIO	GROZCO	\$50.00	\$50.00	\$100.00	\$30.45	\$69.55
CARLOS	GUIX	\$1,882.50	\$1,882.50	\$3,765.00	\$1,146.27	\$2,618.73
ANDRES	GUSMAN	\$108.75	\$108.75	\$217.50	\$66.22	\$151.28
IGNACIA	HERNANDEZ	\$103.25	\$103.25	\$206.50	\$62.87	\$143.63
MARGARITA	HERNANDEZ	\$112.50	\$112.50	\$225.00	\$68.50	\$156.50
PASCUALA	HERNANDEZ	\$416.75	\$416.75	\$833.50	\$253.76	\$579.74
FELIX	HERRERA	\$1,265.35	\$1,265.35	\$2,530.70	\$770.48	\$1,760.22
MARI CARMEN	ISIDORA	\$1,809.62	\$1,809.62	\$3,619.24	\$1,101.89	\$2,517.35
MIGUEL	JUAREZ	\$464.02	\$464.02	\$928.04	\$282.55	\$645.49
ANTONIO	LOPEZ	\$2,063.50	\$2,063.50	\$4,127.00	\$1,256.48	\$2,870.52
MARIA	LOPEZ	\$77.00	\$77.00	\$154.00	\$46.89	\$107.11
MARTHA	LOPEZ	\$114.15	\$114.15	\$228.30	\$69.51	\$158.79
SULEYME	LOPEZ	\$228.75	\$228.75	\$457.50	\$139.29	\$318.21
EVANGELINA	MARTINEZ	\$1,430.77	\$1,430.77	\$2,861.54	\$871.21	\$1,990.33
SOFIA	MARTINEZ	\$50.00	\$50.00	\$100.00	\$30.45	\$69.55
LESBIA	MEDINA	\$1,100.55	\$1,100.55	\$2,201.10	\$670.13	\$1,530.97
JUAN	MEJIA	\$403.60	\$403.60	\$807.20	\$245.76	\$561.44
LALIS	MEJIA	\$211.96	\$211.96	\$423.92	\$129.06	\$294.86
PONCIANO	MEJIA	\$4,727.99	\$4,727.99	\$9,455.98	\$2,878.91	\$6,577.07
MAXIMINO	MENDOZA	\$2,695.70	\$2,695.70	\$5,391.40	\$1,641.43	\$3,749.97
CARLOS HUMBERTO	MIRANDA	\$267.00	\$267.00	\$534.00	\$162.58	\$371.42
MARIA	MONDRAGON	\$290.45	\$290.45	\$580.90	\$176.86	\$404.04
SAID	MORALES	\$2,388.78	\$2,388.78	\$4,777.56	\$1,454.55	\$3,323.01
JAIME	MORENO	\$67.15	\$67.15	\$134.30	\$40.89	\$93.41
MARGARITA	MUNOZ	\$2,712.02	\$2,712.02	\$5,424.04	\$1,651.37	\$3,772.67
JUAN DE DIOS	NORIEGA	\$1,871.50	\$1,871.50	\$3,743.00	\$1,139.57	\$2,603.43
ANTONIO	NUNEZ	\$1,768.14	\$1,768.14	\$3,536.28	\$1,076.63	\$2,459.65
NORMA	OCAMPO	\$2,193.88	\$2,193.88	\$4,387.76	\$1,335.87	\$3,051.89
CELIA	OLIVERA	\$525.25	\$525.25	\$1,050.50	\$319.83	\$730.67
LILIAM	ORELLANA	\$936.00	\$936.00	\$1,872.00	\$569.94	\$1,302.06
MARIO	OROZCO	\$219.88	\$219.88	\$439.76	\$133.89	\$305.87
CRISTINA	ORTIZ	\$1,302.28	\$1,302.28	\$2,604.56	\$792.97	\$1,811.59

## Employee List

Name	Last Name	Back Wages Due	Liquidated Damages	Total Due (BW <sub>s</sub> + LD <sub>s</sub> )	Manufacture Paid	Balance Due
MERCEDES	ORTIZ	\$40.00	\$40.00	\$80.00	\$24.36	\$55.64
AURAL	OYOLA	\$170.00	\$170.00	\$340.00	\$103.51	\$236.49
MANUELA	PACHECO	\$1,424.62	\$1,424.62	\$2,849.24	\$867.46	\$1,981.78
BENITO	PASTOR	\$465.00	\$465.00	\$930.00	\$283.14	\$646.86
MARINA ELIZABEL	PASTOR TZITA	\$41.25	\$41.25	\$82.50	\$25.12	\$57.38
FERNANDO	PAXTOR	\$617.25	\$617.25	\$1,234.50	\$375.85	\$858.65
FLOR	PEDRO	\$723.81	\$723.81	\$1,447.62	\$440.73	\$1,006.89
JOSE	PINA	\$133.50	\$133.50	\$267.00	\$81.29	\$185.71
JOSE	QUINONEZ	\$3,453.00	\$3,453.00	\$6,906.00	\$2,102.56	\$4,803.44
MARTA	QUINTANILLA	\$2,086.27	\$2,086.27	\$4,172.54	\$1,270.35	\$2,902.19
IRMA	RAMIREZ	\$154.00	\$154.00	\$308.00	\$93.77	\$214.23
JOSE	RAMOS	\$210.00	\$210.00	\$420.00	\$127.87	\$292.13
DAVID	RESENDES	\$390.00	\$390.00	\$780.00	\$237.47	\$542.53
CLAUDIA	RIVERA	\$2,094.60	\$2,094.60	\$4,189.20	\$1,275.42	\$2,913.78
ENRIQUETA	SALGADO	\$1,266.65	\$1,266.65	\$2,533.30	\$771.27	\$1,762.03
CARLOS	SAMBRANO	\$2,691.00	\$2,691.00	\$5,382.00	\$1,638.57	\$3,743.43
BEATRIZ	SAMORA	\$30.00	\$30.00	\$60.00	\$18.27	\$41.73
ALBERTO	SANCHEZ	\$2,970.32	\$2,970.32	\$5,940.64	\$1,808.65	\$4,131.99
DAMARIS	SANCHEZ	\$244.50	\$244.50	\$489.00	\$148.88	\$340.12
MARLEN	SILES	\$1,144.75	\$1,144.75	\$2,289.50	\$697.05	\$1,592.45
JESUS	SOLIS	\$5,579.75	\$5,579.75	\$11,159.50	\$3,397.55	\$7,761.95
VICTOR	SORIANO	\$1,613.50	\$1,613.50	\$3,227.00	\$982.47	\$2,244.53
MANUEL	SUAREZ	\$133.30	\$133.30	\$266.60	\$81.17	\$185.43
ENRIQUE	TEJAS	\$656.02	\$656.02	\$1,312.04	\$399.46	\$912.58
MARTHA	TLASECA	\$710.90	\$710.90	\$1,421.80	\$432.87	\$988.93
DANIEL	TZAO	\$76.75	\$76.75	\$153.50	\$46.73	\$106.77
MANUEL	TZUL	\$4,861.15	\$4,861.15	\$9,722.30	\$2,959.99	\$6,762.31
MARIA	VAQUERO	\$187.50	\$187.50	\$375.00	\$114.17	\$260.83
SANTOS	VICENTE	\$3,015.15	\$3,015.15	\$6,030.30	\$1,835.95	\$4,194.35
ANTONIA	ZAYAS	\$1,948.75	\$1,948.75	\$3,897.50	\$1,186.61	\$2,710.89
		<b>\$132,989.05</b>	<b>\$132,989.05</b>	<b>\$265,978.10</b>	<b>\$80,978.10</b>	<b>\$185,000.00</b>

**EXHIBIT B****PAYMENT  
SCHEDULE**

<i>Total Amount Due</i>	\$265,978.10
<i>Amount paid by Bombshell Sportswear, LLC</i>	\$80,978.10
<i>Down Payment</i>	\$90,000.00
<i>Amount Still Due</i>	\$95,000.00
<i>Interest Rate</i>	1.00%
<i>Period In Years</i>	1.6
<i>Start Date of Payments</i>	12/31/2022

**PAYMENT SUMMARY**

<i>Monthly Payment</i>	\$5,630.24
<i>Number of Payments</i>	17
<i>Total interest</i>	\$714.08
<i>Total Cost of Payment</i>	\$95,714.08

Employer Name:

Active Life Apparel Inc.

Case ID  
Number:

1963981

PMT NO.	PAYMENT DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	12/31/2022	\$95,000.00	\$5,630.24	\$5,551.07	\$79.17	\$89,448.93
2	1/31/2023	\$89,448.93	\$5,630.24	\$5,555.70	\$74.54	\$83,893.23
3	2/28/2023	\$83,893.23	\$5,630.24	\$5,560.33	\$69.91	\$78,332.90
4	3/28/2023	\$78,332.90	\$5,630.24	\$5,564.96	\$65.28	\$72,767.94
5	4/28/2023	\$72,767.94	\$5,630.24	\$5,569.60	\$60.64	\$67,198.34
6	5/28/2023	\$67,198.34	\$5,630.24	\$5,574.24	\$56.00	\$61,624.09
7	6/28/2023	\$61,624.09	\$5,630.24	\$5,578.89	\$51.35	\$56,045.21
8	7/28/2023	\$56,045.21	\$5,630.24	\$5,583.54	\$46.70	\$50,461.67
9	8/28/2023	\$50,461.67	\$5,630.24	\$5,588.19	\$42.05	\$44,873.48
10	9/28/2023	\$44,873.48	\$5,630.24	\$5,592.85	\$37.39	\$39,280.64
11	10/28/2023	\$39,280.64	\$5,630.24	\$5,597.51	\$32.73	\$33,683.13
12	11/28/2023	\$33,683.13	\$5,630.24	\$5,602.17	\$28.07	\$28,080.96
13	12/28/2023	\$28,080.96	\$5,630.24	\$5,606.84	\$23.40	\$22,474.12
14	1/28/2024	\$22,474.12	\$5,630.24	\$5,611.51	\$18.73	\$16,862.61
15	2/28/2024	\$16,862.61	\$5,630.24	\$5,616.19	\$14.05	\$11,246.42
16	3/28/2024	\$11,246.42	\$5,630.24	\$5,620.87	\$9.37	\$5,625.55
17	4/28/2024	\$5,625.55	\$5,630.24	\$5,625.55	\$4.69	\$0.00

## **EXHIBIT C**

### **LEGAL NOTICE TO ALL EMPLOYEES**

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece rate** basis are entitled to an overtime premium when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor, Active Life Apparel, Inc.** and **Ana Loyola** agreed to compensate their employees in accordance with the Fair Labor Standards Act, and the **United States District Court** entered an Order forbidding **Active Life Apparel, Inc.** a garment contractor, or **Ana Loyola** from shipping goods for their label on which employees were not paid the minimum wage or overtime required by the **Fair Labor Standards Act**.

All employees who work in this establishment should report violations of minimum wage and overtime to the U.S. Department of Labor, Wage and Hour Division, at (702) 388-6001. Your name will not be disclosed.

**Exhibit C**  
(Spanish)

**NOTICIA LEGAL A TODOS LOS EMPLEADOS**

La Ley de **Norma Justas de Trabajo** determina que se les debe pagar a todos los empleados el sueldo mínimo por todas las horas que ellos trabajen. A la vez, también estipula que cada empleado que trabaje sobre tiempo, más de 40 horas en una semana laboral, se les deberá pagar a tiempo y medio de lo que ganen por cada hora de sobre tiempo trabajada. Todos los empleados, independientemente de que se les pague por hora o por pieza, tienen derecho a que se les pague prima sobre tiempo cuando trabajan más de 40 horas en una semana laboral.

Para resolver una demanda laboral iniciada por el Departamento Del Trabajo, la corte del Distrito de los Estados Unidos expidió una orden que prohíbe a **Active Life Apparel, Inc.**, una fábrica de ropa, o **Ana Loyola**, de enviar la producción de etiquetas a sus distribuidores si en la fabricación de dichos productos no se les pago a los empleados el sueldo mínimo o el sobre tiempo requerido por la **Ley de Norma Justas de Trabajo**.

Si usted piensa que no se le pago de acuerdo a lo que la ley indica, por favor llama al Departamento del Trabajo de los Estados Unidos, División de Horas y Salarios al (702) 388-6001. Su nombre se mantendrá confidencial.